**TERMS OF USE**

These terms of use and our privacy policy set out the terms of use on which you can use of Our Site. Please read them carefully before you start to use the site as by using Our Site, you are accepting these terms of use, and you agree to abide by them. If you do not agree to these terms of use, please refrain from using the site.

Our Site is intended for use by UK based financial intermediaries only. The use of the Member areas of Our Site are governed by these terms of use and the Member Agreement you receive when you subscribe to NextGen Membership, NextGen Planners Business Membership and Financial Planner Life Academy. By using Our Site, you will be deemed to have accepted both the Member Agreement and these terms of use.

Access to some areas or services on Our Site might require you to provide us with personal details about yourself. By submitting your information and providing us with your details you will be deemed to have accepted these terms of use. If you do submit any personal data, you should read our privacy policy.

If you have provided any personal details and those details subsequently change, you should notify us by e-mailing contact@nextgenplanners.co.uk.

**INFORMATION ABOUT US**

NextGen Planners Ltd (we) are a limited liability company registered in England and Wales under number 10424588 and our registered office is at 16 Blackfriars Street, Salford, Manchester, England, M3 5BQ.

If you need to contact us, please write to us at the above address or send an e-mail to contact@nextgenplanners.co.uk.

**ACCESSING OUR SITE**

Access to Our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on Our Site without notice (see below). We will not be liable if for any reason Our Site is unavailable at any time or for any period.

We restrict access to some parts of Our Site to members and, from time to time, we may change the restricted areas or restrict access to the entire site.

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to Our Site.  You are also responsible for ensuring that all persons who access Our Site through your internet connection are aware of these terms, and that they comply with them.

**INTELLECTUAL PROPERTY RIGHTS**

All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.

Subject to sub-Clause 1.1 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

* + 1. You may:
			- 1. Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
				2. Download any Content where We have provided a link enabling you to do so;
				3. Download Our Site (or any part of it) for caching;
				4. Print one copy of any page(s) from Our Site;
				5. Download extracts from pages on Our Site; and
				6. Save pages from Our Site for later and/or offline viewing.

Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

You may not use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

ACCEPTABLE USAGE POLICY

You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause. Specifically:

* you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
* you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
* you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
* you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:

* is sexually explicit;
* is obscene, deliberately offensive, hateful or otherwise inflammatory;
* promotes violence;
* promotes or assists in any form of unlawful activity;
* discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
* is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
* is calculated or is otherwise likely to deceive;
* is intended or otherwise likely to infringe (or threaten to infringe) another person’s right to privacy or otherwise uses their personal data in a way that you do not have a right to;
* misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive
* implies any form of affiliation with Us where none exists;
* infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
* is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
* Members are strictly prohibited from using the site to sell, advertise, or promote any goods or services, whether personal or third-party, without the express written consent of NextGen Planners. Members shall not directly or indirectly approach, solicit, or otherwise engage other members for the purpose of selling or promoting any goods or services.

We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:

* suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
* remove any User Content submitted by you that violates this Acceptable Usage Policy;
* issue you with a written warning;
* take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
* take further legal action against you as appropriate;
* disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
* any other actions which We deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

**OUR SITE CHANGES REGULARLY**

We aim to update Our Site regularly and may change the content at any time. If the need arises, we may suspend access to Our Site or close it indefinitely. Any of the material on Our Site may be out of date at any given time, and we are under no obligation to update such material, but we shall endeavour to make you aware of when the material was originally posted and last updated.

**INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

All information received by us from you and/or your use of Our Site will be used in accordance with our [privacy policy](https://nextgenplanners.co.uk/privacy-policy/) (see below).

We respect the personal information provided by you. We will only transfer this information in accordance with our privacy policy and as may be required to provide services to you.

**LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement without our express consent. You must not establish a link from any website that is not owned by you.

Subject to your right to make use of any web and/or rss feeds that we may make available from time to time; Our Site must not be framed on any other site, nor may you create a link to any part of Our Site other than the home page without our consent. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on Our Site other than that set out above, please address your request to contact@nextgenplanners.co.uk.

**LINKS FROM OUR SITE**

Where Our Site contains links to other sites and resources provided by our members or other third parties, these links are provided for your information only.  We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

**TRADEMARKS**

NextGen Planners, nextgenplanners.co.uk, and all related names and logos are trademarks of NextGen Planners Ltd.

**CLIENTS**

The client only areas of Our Site are made available to our clients as part of their service and the use of the materials made available in those areas is governed by the Member Agreement between us and each member.

If you wish to become a member you should do so via the [Join Us](https://www.nextgenplanners.co.uk/pricing) page on this site.

All purchases from NextGen Planners Ltd are non-refundable unless expressly stated otherwise.

We reserve the right to suspend or cancel your access to the client areas of Our Site if you fail to make any payments due in respect of your service or your service agreement is terminated for any other reason.

You must not permit or assist any third party who is not a member of Our Site to access the client only areas. If you believe someone may be using your user identification code and password fraudulently you should notify us immediately by emailing contact@nextgenplanners.co.uk.

**LIMITATION OF LIABILITY**

Commentary and other materials posted on the public areas of Our Site are not intended to amount to advice on which reliance should be placed.  We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to Our Site, or by anyone who may be informed of any of its contents. This includes our platform, which is not moderated or vetted by us for accuracy of content or opinion.

The information and materials posted on the membership areas of Our Site form part of the service that we provide to our clients pursuant to their service agreement. In particular the extent of our liability in respect of your reliance upon any advice given via Our Site or information or materials posted on Our Site is governed by your Member Agreement and in particular the clause relating to the limitation of liability.

VIRUSES, MALWARE AND SECURITY

We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.

You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

By breaching the provisions above, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

**BUSINESS MEMBERSHIP TEMPLATES THIRD PARTY DISCLAIMERS**
Disclaimer - Complex HR

All templates provided are customisable documents taken from Complete HR. The documents are for your guidance only. Professional advice should be sought before use.

**MISCELLANEOUS**

Nothing herein will be deemed to create a partnership or joint venture between us. Neither of us shall have the authority to bind the other or to contract in the name of or create a liability against the other in any way for any purpose.

No failure or delay by either us in exercising our rights pursuant to these terms of use will operate as a waiver of that right nor will any single or partial exercise by us or you of any right preclude any further exercise of any other right.

If any provision of these terms of use is found to be illegal, void or unenforceable by any court of competent jurisdiction, such invalidity shall not affect the validity of the remaining terms of our Member Agreement.

In the event there is any conflict between any provisions of these terms of use and the service agreement between each member and us, the service agreement shall prevail.

A person who is not a party to our agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of our agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**JURISDICTION AND APPLICABLE LAW**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to Our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

CHANGES TO THESE TERMS OF USE

We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

**PRIVACY POLICY**

For our Privacy Policy please click [here](http://nextgenplanners.co.uk/privacy-policy/).

DATA PROTECTION

We will only use your personal information as set out in Our Privacy Policy.

**CONTACT**

Questions, comments and requests regarding this Terms of Use policy are welcomed and should be addressed to contact@nextgenplanners.co.uk.